

STATE OF NEW HAMPSHIRE

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

Newport Education Association, NHEA/NFA :  
 :  
 v. : CASE NO. T-0245:1  
 :  
 Newport School Board : DECISION NO. 81-06  
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APPEARANCES

Representing the complainant,  
Newport Education Association, NHEA/NFA:

Michael Brubaker, Uniserv Director  
Marcia Williams  
John Williams

Representing Newport School Board:

John H. Sokul, Superintendent SAU #43  
Norris Leernard  
Joan Hague

BACKGROUND

This matter comes before the Board upon an unfair labor practice charge being filed by the Newport Education Association against the Newport School Board, alleging a breach of the collective bargaining agreement. Essentially, the Association charges that Roseanne Helmstader, the school nurse, is part of the certified unit, which the School Board asserts she is not..

The unit originally certified by this Board was as follows:

All full-time teachers including secondary school department chairmen, secondary school coordinators, athletic director and elementary school head teachers; excluding superintendent, assistant superintendent, principals, assistant principals, teacher consultant, assistant for business affairs, director of guidance, aides, secretaries, speech therapist, and nurse.

This unit was modified by agreement of the parties in the current contract, and duly filed with the Board, as follows:

The entire group of certified professional employees

under contract with the Newport School District, with the exception of the superintendent, assistant superintendent, principals, assistant principals, business agents, head teachers, curriculum associates, guidance directors, special education coordinator, director of athletics.

The language critical to our determination has been emphasized.

Roseanne Helmstader is the school nurse in Newport. She holds a Bachelor degree in Social Studies, and is licensed as a registered nurse. Further, she is under contract with the school. It cannot be denied that she is a professional employee.

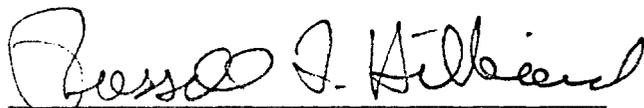
Upon the refusal of the school to provide her the benefits and protection of the contract, a grievance was filed pursuant to the contractual procedure. The final step in this process, advisory arbitration, subject to rejection by the school, has not been utilized, the Association opting to present its case to this Board.

Although normally this Board would require exhaustion of the grievance procedure in toto, this matter has come before us for resolution without objection by the School, and thus the Board accepts jurisdiction.

DECISION AND ORDER

Based on all the evidence, both testimony and exhibits, the Board is of the opinion that the agreed-upon change in the recognition clause was intended to include within its ambit, an employee such as Rosanne Helmstader, inasmuch as she is a professional employee certified by the appropriate State organization, and her position is not specifically excepted from the unit.

The School District is found to have violated a contract, constituting an unfair labor practice, and is ordered to treat the school nurse position as a member of the unit covered by the current contract.



Russell F. Hilliard, Board Member

All concurred. Present and voting, James Anderson, Russell Hilliard, Seymour Osman, and acting alternate chairman, Robert Craig. Also present. Evelyn C. LeBrun, executive director.

Signed this 26th day of March, 1981